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Contract Database Metadata Elements

Title: **Massapequa Union Free School District and Massapequa Paraprofessional Association, NYSUT, AFT (2004)**

Employer Name: **Massapequa Union Free School District**

Union: **Massapequa Paraprofessional Association, New York State United Teachers, American Federation of Teachers**

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GEN/5576

AGREEMENT

BOARD OF EDUCATION

MASSAPEQUA UNION FREE SCHOOL DISTRICT

And

**MASSAPEQUA PARAPROFESSIONAL ASSOCIATION, NYSUT,
AFT.**

July 1, 2004 - June 30, 2008

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

FEB 03 2010

ADMINISTRATION

193 Monitor
141 TAS

334



This agreement made and entered into this 1st day of July 2000 by and between the Board of Education, Massapequa Union Free School District (hereinafter referred to as the "Board") and the Massapequa Paraprofessional Association, NYSUT, AFT. (hereinafter referred to as the "Association").

ARTICLE I: RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent with respect to salaries, hours of work, grievances and other terms and conditions of employment for all Cafeteria Aides, Hall Monitors, Playground Monitors, Receptionists, Attendance Aides and Parking Lot Monitors, Teaching Assistants, Chapter Teachers and Full Time Computer Assistants (excluding substitutes and all other employment.

ARTICLE II: SALARY

- A. The salaries for personnel covered by this agreement for the 2004-2005 through 2007-2008 school years shall be in accordance with the attached salary schedules A and B.
- B. The summer instructional program salaries for members of this unit who are employed by the District in one of its summer instructional programs shall be in accordance with the attached salary schedule C.
- C. Part-time members of this unit whose regular assignment is in an office setting or as a Computer Aide will be compensated as Attendance Monitors schedule.

D. Longevity:

Monitors, Title I Teachers and Part-Time Teacher Assistants longevity payments shall be as follows:

After 5 years of consecutive service in the district – 15 cents per hour

After 10 years of consecutive service in the district – additional 20 cents per hour

After 15 years of consecutive service in the district – additional 25 cents per hour

The foregoing shall be paid in accordance with Business Office Procedure.

Full-time Computer Assistants and full-time Teacher Assistants are not eligible for hourly longevity payments. All full-time Computer Assistants and full-time Teacher Assistants who have completed ten (10) years of full-time service in such capacity will receive an annual longevity payment of \$500.00. Furthermore, full-time Computer Assistants and full-time Teacher Assistants who have completed fifteen

(15) years of full-time service in such capacity will receive an additional annual longevity of \$500.00.

ARTICLE III: WORKING CONDITIONS

- A. Employees will be advised prior to the end of the school year as to the continuation of their employment in the following school year.
- B. Employees will work on all days when schools are in session in accordance with the school calendar adopted by the Board.

Special Education Teacher Assistants will also work on Orientation Day and one fall Superintendent's Conference Day.

Classroom Education Teacher Assistants will work no more than 140 days commencing on or about October 1st and ending on or about May 31st and one fall Superintendent's Conference Day, unless the Superintendent authorizes such teacher assistants in writing, to work in excess of 140 days when schools are in session.

Chapter teachers will work at least 140 days when school is in session, Orientation day, and one fall Superintendent's Conference Day, unless the Superintendent authorizes such Chapter teachers in writing to work in excess of 140 days when schools are in session.

- C. Part-time employees who have been in the employ of the Board for more than three years will receive paid vacation days in accordance with the following schedule.

Completion of 3 years of service: 5 paid vacation days

Completion of 4 years of service: 6 paid vacation days

Completion of 5 or more years of service: 7 paid vacation days

Paid vacation days may be selected during Christmas or Easter Recess by submission of a vacation voucher.

- D. In the event that a school is closed (due to inclement weather, special observances, or emergency situations), and such days are not rescheduled as a school day, all employees shall be paid for the number of hours they are regularly scheduled to work.
- E. Employees of this unit shall be afforded preference for occasional additional unit work assignments that arise from time to time including additional hours authorized by the principal when a substitute is not available.

Employees interested in being considered for such additional work hours shall advise the building principal and their names shall be placed on an "Extra Work Assignment Rotational Roster" in order of their length of service in the district. The building principal or designee shall make assignments on a rotation basis in such a manner that reflects as near as possible the equal assignment of work on a bi-monthly basis (2). No one employee may be assigned on a regular basis, which exceeds 15 days in any one month without the specific approval of the Superintendent of Schools.

- F. All part-time members of the bargaining unit shall be entitled to four (4) days of paid sick leave per school year. Unused sick leave shall be cumulative up to a maximum of twenty-five (25) days. A "day" for this purpose means the number of hours the employee is normally scheduled to work. Sick leave shall be credited on the first work day of September each year. New employees hired after completion of the first semester shall be credited with one sick leave day upon employment.

Monitors, Title I Teachers and part-time Teacher Assistants shall be entitled to one personal day per school year. Unused personal days may not be accumulated.

- G. Full-time Computer Assistants will:

- a) be appointed to a three (3) year probationary period as Teacher Assistants.
- b) follow the same school calendar as teachers including conference and orientation days.
- c) not be afforded additional vacation days.
- d) follow a teacher workday specific to the building in which they are employed.
- e) be provided with a daily lunch period of forty (40) minutes duration.
- f) be entitled to ten (10) sick days and one (1) personal day per year. Unused sick leave and personal days shall be cumulative as sick leave up to a maximum of 100 days.

- H. All full-time Teacher Assistants shall be provided with a daily lunch period of forty (40) minutes duration.

- I. Special Leave of Absence: Up to one year's absence without pay will be considered to allow full-time tenured computer teacher assistants and full-time tenured Teacher Assistants to pursue an approved plan of study at an accredited university or an approved plan of educational travel; or to assume local, state or national elective office or elective office in a national or state teacher assistants organization upon the recommendation of the Superintendent of Schools and the approval of the Board of Education. The foregoing itemization shall not preclude consideration of other reasons.

- J. Full-time Teacher Assistants shall be entitled to ten (10) sick days and one personal day per year. Unused sick leave and personal days shall be cumulative as sick leave up to a maximum of 100 days.

- K. Central Administration, in its discretion, may add up to 15 hours per year to the work calendar of Computer Teacher Assistants and Teacher Assistants without additional wages or other compensation. These hours can be scheduled as either full days before the start of the school year, or after the end of the school year, or as hours at the end of the regular school day throughout the year, or a combination of the aforementioned days and hours.

Should a full day(s) prior to the commencement of the school year be required, the District will make every effort to notify the Teacher Assistants and/or Computer Teacher Assistants by June 15th of the preceding school year.

ARTICLE IV: BEREAVEMENT LEAVE

All members of the unit shall be entitled to up to five (5) days of bereavement leave with pay in connection with a death in the immediate family. Immediate family shall include: mother, father, sister, brother, spouse, brother-in-law, sister-in-law, father-in-law, mother-in-law, child, grandparent, grandchild, or any other relative living in the employee's immediate household.

ARTICLE V: NY STATE CERTIFICATION

All Teacher Assistants and Computer Assistants employed prior to February 2, 2004, shall meet New York State Teacher Assistant Certification requirements in effect as of February 2, 2004. Teacher Assistants and Computer Assistants who fall into this category shall be required to complete the requirements for at least Level I certification on or before September 1, 2005.

ARTICLE VI: SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as the number of years of consecutive service as an employee of the Board within a particular job classification, namely:

Job Classification I: Aide/Monitor/Receptionist;
Job Classification II: Special Education Teacher Assistant;
Job Classification III: Classroom Teacher Assistant;
Job Classification IV: Computer Teacher Assistant;
Job Classification V: ESL Chapter Teacher;
Job Classification VI: Kinder Skills Chapter Teacher;
Job Classification VII: Elementary Chapter Reading Teacher;
Job Classification VIII: Elementary Chapter Math Teacher;
Job Classification IX: Secondary Chapter Math Teacher;
Job Classification X: Secondary Chapter Writing Teacher.

District wide seniority is initially established on the date of appointment to the district; building wide seniority is established from the date of appointment to a particular building.

- B. In the event it becomes necessary to abolish unit positions in a particular building, excessing shall be made on the basis of inverse order of district wide seniority within job classification of those holding positions of similar hours.
- C. All employees who are excessed shall be placed on a recall list in order of district wide seniority. Should a position within job classification of similar hours become available, the employee shall be notified of the open position. All such individuals shall be given the right to refuse two recalls before having his/her name removed from the list.

ARTICLE VII: POSTING OF VACANCIES

Actual or expected vacancies in the district shall be posted for a period of five school days in an announced, designated place in each building in sufficient time to permit convenient application therefore.

The notice shall contain a brief description of the qualifications required. Preference in filling such positions shall be given to qualified employees in the district, but this shall not preclude the Board from inviting and considering applications from outside the district.

ARTICLE VIII: ASSOCIATION RIGHTS

A. Meetings between Principal and Building Representatives

The principal of the school and the designated Association building representative shall meet at a mutually agreed upon time once a month during the school year, or more frequently if both wish, to consult informally on matters of concern to the employees in the building, and to facilitate the implementation of this contract. The building representative shall be a member of the building's staff.

B. Meetings Between the Superintendent of Schools and the President of the Association

The Superintendent of Schools or his representative and the President of the Association or his/her representative, shall meet at a mutually agreed upon time once a month during the school year, or more frequently if desired by both, to consult informally on matters of district wide concern to the employees and to facilitate the implementation of this contract.

C. Communications

Authorized representatives of the Association shall be allowed to use interschool telephones for official Association communications, so long as such use does not disrupt the administrative or the instructional program.

Authorized representatives of the Association shall be allowed to use interschool mail for official Association communications. It is not intended that this apply to material for bulk distributions, and such mailings shall be limited to intra-district points.

D. Association Meetings

The Association shall be entitled to use appropriate school facilities to hold meetings after school hours upon approval of a written request by the Building Principal or his representative. Such requests shall be made on the organization's "Request for use of School Facilities" form as early as possible prior to the meeting and shall be expeditiously answered and shall be granted except when in conflict with scheduled faculty meetings or for other good cause. Where a request is denied, the Building Principal or his representative shall indicate the reason for denial and shall inform the Association of the earliest date on which the meeting may be held. Meetings as described herein may be held at any time which does not interfere with the instructional program or the supervision and dismissal of children.

E. Bulletin Board

A portion of a conveniently located bulletin board shall be designated in each building for the use of the organization.

F. The officers of the Association shall have the use of a total of four (4) days per year for the purpose of attending out of district conferences and meetings pertaining to association business. Employees so designated by the Association shall file a personal day slip marked "Association Business" with their immediate supervisor.

G. Every member of the Bargaining Unit who is not a member of the Association shall, as a condition of continuing employment, within 30 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an Agency Fee. Such fee shall be equal to the membership dues of the association and its affiliates. Such fee shall be deducted by the District and transmitted to the Association.

ARTICLE IX: PAYROLL DEDUCTION OF DUES

Association dues, as certified by the President of the Association to the Board, shall be deducted in ten equal installments from the pay checks of members who submit dues deduction authorization cards signed by individual employees. Such deduction shall be made within forty-five days of receiving the dues deduction authority and shall be made retroactive to the payroll deduction period, succeeding the date of the authorization.

The Association shall forward a list of employees who have authorized deduction of dues. The district shall certify that dues were deducted from those on the list. The amounts deducted shall be transmitted to the Association at an address designated in writing by the President of the Association, no later than seven days after such deductions are made.

Members who desire to revoke their payroll deduction authorizations must notify the Association and the Board in writing at least thirty (30) days before the effective date of any such revocation.

ARTICLE X: MANAGEMENT RIGHTS

Except as otherwise provided herein, the Board shall continue to:

- A. Direct and assign the work of its employees;
- B. Maintain the efficiency of the school operation;
- C. Determine the services to be rendered by the public schools;
- D. Take such action as may be necessary to carry out the mission of the public schools;
- E. Determine from time to time the methods, means, and personnel by which operations are to be carried on;
- F. Be the policy making and governing body of the public schools; and
- G. Take any other action which is authorized and which it is empowered to do under the Education Law of the State of New York or other applicable statutes.

ARTICLE XI: MISCELLANEOUS

- A. It is agreed by and between the parties hereto that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

- B. If any provision of this agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- C. It is agreed that all negotiable items have been discussed during the negotiations leading to this agreement and that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.
- D. This agreement shall be effective as of July 1, 2004 and be effective through June 30, 2008.
- E. So long as the Association is the exclusive negotiating representative as aforesaid, the Association agrees to comply with the Taylor Law prohibition against strikes, as said law is now in effect or may hereafter be amended.
- F. Copies of this agreement shall be reproduced at the Board's expense within a reasonable time after the Agreement is signed. Distribution to the members of the bargaining unit shall be made by the Association.

**ARTICLE XII: HEALTH INSURANCE FOR FULL-TIME
COMPUTER ASSISTANTS
AND FULL-TIME TEACHER ASSISTANTS**

- A. Effective January 1, 1998, each full-time Computer Assistant will contribute to the cost of the District's premiums for either individual or family health and hospitalization insurance. Ten percent (10%) of the cost of such premiums will be deducted from each unit member's salary. Effective July 1, 2004, fifteen percent (15%) of the cost of such premiums will be deducted from each such unit member's salary. Each full-time Computer Assistant shall select one of three statewide plans currently being carried by the District.

Effective July 1, 2004, the District will contribute one thousand dollars (\$1,000) towards the premium for either individual or family health and hospitalization insurance for full-time Teacher Assistants with less than one year of full-time service to the District.

Effective January 1, 2001, each full-time Teacher Assistant who has completed one year of full-time service to the District in this capacity will contribute to the cost of the District's premiums for either individual or family health and hospitalization insurance. Fifty percent (50%) of the cost of premiums for individual coverage will be deducted from each such unit member's salary. Effective July 1, 2004, sixty-five percent (65%), less an additional one hundred dollars (\$100) of the cost of such premiums for family coverage will be deducted from each such unit member's salary. Effective July 1, 2006, sixty-five percent (65%), less an additional two hundred dollars (\$200) of the cost of such premiums for family coverage will be

deducted from each such unit member's salary. Each full-time Teacher Assistant shall select one of the three statewide plans currently being carried by the District.

B. Declination of Coverage

1. Each full-time Teacher Assistant who has completed one year of full-time service to the District in this capacity shall have the option to withdraw from or elect not to participate in the health and hospitalization insurance family plan provided they are covered under a spouse's health plan. Eligible full-time Teacher Assistants who exercise this option shall notify the District of their intentions in writing by June 1. Effective July 1, 2004, each such eligible Teacher Assistant exercising this option shall receive a sum equal to \$1,850 per year (hereinafter referred to as the "declination benefit").
2. Each full-time Computer Assistant shall have the option to withdraw from or elect not to participate in the health and hospitalization insurance family plan provided they are covered under a spouse's health plan. Full-time Computer Assistants who exercise this option shall notify the District of their intentions in writing by June 1. Effective July 1, 2004, each such Computer Assistant exercising this option shall receive a sum equal to \$4,700 per year (hereinafter referred to as the "declination benefit").
3. Full-time Computer Assistants and full-time Teacher Assistants who have withdrawn from the health and hospital insurance plan shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. If the eligible member requests reinstatement during the school year for which the employee had exercised his/her option as described in paragraphs B.1 or B.2 above, the employee shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1.
4. Dual Coverage – Full-Time Computer Assistants and full-time Teacher Assistants whose spouses are also employed by the district and eligible for participation in the District's health and hospital insurance plan shall be entitled to only one family health and hospital plan between the two employees. Such individuals will have the following choices with regard to their District-provided health and hospital coverage:
 - i. One family plan, one individual plan, and no declination benefit.
 - ii. Two individual plans and no declination benefit
 - iii. One family plan, no individual plan, and one declination benefit.

C. Flexible Benefits Program

Each full-time Computer Assistant and full-time Teacher Assistant shall be eligible to participate in a Flexible Benefits Program administered by the District through Western Suffolk BOCES.

ARTICLE XIII: DURATION

The term of this agreement shall be from July 1, 2004 to June 30, 2008.

Massapequa Paraprofessional
Association, NYSUT, AFT.

Board of Education, Massapequa
Union Free School District

BY: _____
Ann M. Huff, President

BY: _____
Arlene Martin, President
Board of Education

PARAPROFESSIONAL UNIT

CATEGORY	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008
1st Three Years					
Monitors	\$ 11.96	\$ 12.39	\$ 12.84	\$ 13.30	\$ 13.78
Attendance Monitors	\$ 13.45	\$ 13.93	\$ 14.43	\$ 14.95	\$ 15.49
Title I Teachers	\$ 28.30	\$ 29.32	\$ 30.38	\$ 31.47	\$ 32.60
ESOL Teachers	\$ 28.30	\$ 29.32	\$ 30.38	\$ 31.47	\$ 32.60
Elem. Math. P/T	\$ 28.30	\$ 29.32	\$ 30.38	\$ 31.47	\$ 32.60
Sec. Remedial Math	\$ 28.30	\$ 29.32	\$ 30.38	\$ 31.47	\$ 32.60
Teacher Assistants P/T	\$ 15.37	\$ 15.92	\$ 16.49	\$ 17.08	\$ 17.69
More Than 3 Years					
Monitors	\$ 12.27	\$ 12.71	\$ 13.17	\$ 13.64	\$ 14.13
Attendance Monitors	\$ 13.45	\$ 13.93	\$ 14.43	\$ 14.95	\$ 15.49
Title I Teachers	\$ 31.62	\$ 32.76	\$ 33.94	\$ 35.16	\$ 36.43
ESOL Teachers	\$ 31.62	\$ 32.76	\$ 33.94	\$ 35.16	\$ 36.43
Elem. Math. P/T	\$ 31.62	\$ 32.76	\$ 33.94	\$ 35.16	\$ 36.43
Sec. Remedial Math	\$ 31.62	\$ 32.76	\$ 33.94	\$ 35.16	\$ 36.43
Teacher Assistants P/T	\$ 18.80	\$ 19.48	\$ 20.18	\$ 20.91	\$ 21.66
Longevities (P/T Employees)					
After 5 Years	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
After 10 Years	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
After 15 Years	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Longevities (F/T Employees)					
After 10 Years	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
After 15 Years (Additional)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00

Teacher Assistant Salary Schedules — July 1, 2004 through June 30, 2008

Schedule B

YEAR 2004 - 2005						
STEP		Elementary TA		Secondary TA		Computer TA
1		\$ 16,592		\$ 17,778		\$ 29,332
2		\$ 16,992		\$ 18,228		\$ 29,412
3		\$ 17,392		\$ 18,678		\$ 29,502
4		\$ 17,792		\$ 19,128		\$ 29,592
5		\$ 18,182		\$ 19,518		\$ 29,682
6		\$ 18,682		\$ 19,918		\$ 29,772
7		\$ 19,082		\$ 20,318		\$ 29,862
8		\$ 19,482		\$ 20,868		\$ 29,952
9		\$ 20,182		\$ 21,643		\$ 30,032
10		\$ 20,782		\$ 22,243		\$ 30,132

YEAR 2005 - 2006						
STEP		Elementary TA		Secondary TA		Computer TA
1		\$ 17,189		\$ 18,418		\$ 30,377
2		\$ 17,549		\$ 18,818		\$ 30,467
3		\$ 17,909		\$ 19,218		\$ 30,557
4		\$ 18,269		\$ 19,618		\$ 30,647
5		\$ 18,629		\$ 20,018		\$ 30,737
6		\$ 18,979		\$ 20,393		\$ 30,827
7		\$ 19,579		\$ 20,868		\$ 30,917
8		\$ 20,079		\$ 21,393		\$ 31,007
9		\$ 20,554		\$ 21,868		\$ 31,097
10		\$ 21,004		\$ 22,368		\$ 31,187

Teacher Assistant Salary Schedules — July 1, 2004 through June 30, 2008

Schedule B

YEAR 2006 - 2007						
STEP		Elementary TA		Secondary TA		Computer TA
1		\$ 17,808		\$ 19,081		\$ 31,471
2		\$ 18,168		\$ 19,481		\$ 31,571
3		\$ 18,528		\$ 19,881		\$ 31,671
4		\$ 18,888		\$ 20,281		\$ 31,771
5		\$ 19,248		\$ 20,681		\$ 31,871
6		\$ 19,608		\$ 21,081		\$ 31,971
7		\$ 19,933		\$ 21,431		\$ 32,071
8		\$ 20,258		\$ 21,756		\$ 32,171
9		\$ 21,058		\$ 22,356		\$ 32,261
10		\$ 21,808		\$ 23,256		\$ 32,371

YEAR 2007 - 2008						
STEP		Elementary TA		Secondary TA		Computer TA
1		\$ 18,449		\$ 19,768		\$ 32,604
2		\$ 18,824		\$ 20,168		\$ 32,704
3		\$ 19,199		\$ 20,568		\$ 32,804
4		\$ 19,549		\$ 20,928		\$ 32,904
5		\$ 19,924		\$ 21,328		\$ 33,004
6		\$ 20,299		\$ 21,728		\$ 33,104
7		\$ 20,649		\$ 22,128		\$ 33,204
8		\$ 20,999		\$ 22,628		\$ 33,304
9		\$ 21,649		\$ 23,228		\$ 33,394
10		\$ 22,549		\$ 24,128		\$ 33,504

